

MEMORANDUM OF AGREEMENT
BETWEEN
SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
AND

I. PURPOSE:

The South Carolina Department of Health and Environmental Control (hereafter referred to as DHEC) and School Dental Prevention Program (hereafter referred to as SDPP) hereby enter into this Memorandum of Agreement (hereafter MOA) for the purpose of establishing a Dental Prevention Program located in South Carolina public schools to provide dental assessment, preventative interventions and/or referrals for urgent dental needs.

II. SCOPE OF SERVICES:

- A. Responsibilities of DHEC. Under the terms of this MOA, DHEC will coordinate a public health dental prevention program using public-private partnerships to deliver preventive dental services in public health settings that address the needs of priority populations identified by standard public health principles.
1. DHEC shall be responsible for working with SDPP and local schools to conduct a needs and resources assessment for the development of a health services plan.
 2. The DHEC Oral Health Division shall review and approve written policies and procedures for all aspects of the program in accordance with the current "Guidelines for S.C. School-Based Dental Prevention Programs" in Section 1 of the South Carolina Department of Health and Environmental Control School Dental Prevention Program Manual (Manual). DHEC reserves the right to amend the program guidelines as needed in accordance with state and federal law. A copy of any finalized amendments will be mailed to all partners.
 3. DHEC will maintain copy/copies of the completed School Dental Prevention Program Dentist Form with a licensed dentist who has agreed to provide supervision of dental hygienists performing services for SDPP.
 4. DHEC will maintain copies of the Standing Orders for Dental Hygienists for all dental hygienists employed by a SDPP. (Sample form located in Section 4 of the Manual.)
 5. DHEC shall have no responsibility for clinical supervision of providers or for clinical services rendered by providers pursuant to this MOA.
 6. DHEC will review and approve all educational materials distributed through the dental prevention program.
- B. Responsibilities of SDPP. Under the terms of this MOA, SDPP shall be responsible for operating a school dental prevention program for students from priority populations for whom SDPP has received parental consent, in accordance with the

current “Guidelines for Dental Prevention Programs” (Manual, Section 1). The program shall include services recommended in the Bright Futures in Oral Health guidelines.

1. SDPP will inform DHEC prior to entering into negotiations with a school district for the planning and implementation of a school-based dental prevention program.
2. Prior to beginning services, the SDPP will enter into an agreement with a dentist located and licensed in South Carolina and in good standing to supervise hygienists performing services for SDPP. SDPP shall provide DHEC with a copy of the School Dental Prevention Program Dentist Form for each dentist that acknowledges acceptance for supervision for the dental hygienists performing services for the SDPP. In the event the agreement is terminated for any reason, SDPP must immediately notify DHEC and all services provided under this MOA must be suspended until a new agreement is fully executed between a supervising dentist and SDPP. SDPP is responsible for providing a copy of the Program Manual, including the program guidelines, and this MOA to the supervising dentist.
3. SDPP will conduct all necessary background checks on all employees operating at a school site and comply with all school district requirements.
4. SDPP will enter into written agreements with local or designated dentist(s) to provide care for needs identified as urgent by the ASTDD Basic Screening Survey and to assure continuity of care. The dentist(s) adopting a school will immediately (within 72 hours) treat students identified for urgent care. SDPP will provide DHEC with copies of any written agreements between the local dental providers and the SDPP.
5. All school dental prevention services will serve, but not be limited to, Medicaid eligible children as the first priority.
6. All students must be screened prior to the delivery of preventive services. The results of the screening are to be documented by SDPP and this documentation must be available to DHEC for review, upon request.
7. All students identified with urgent needs must receive treatment for the urgent conditions before receiving school-based preventive services.
8. SDPP will support the efforts of local schools to implement a DHEC approved oral health curriculum as well as educational programs and materials for parents and communities.
9. SDPP will provide a copy of agreements with school districts or individual schools at the beginning of each MOA period. Additional agreements will be forwarded to DHEC, Oral Health Division, before initiation of school-based activities. DHEC will be notified of the termination of any agreements with schools or school districts.
10. SDPP will verify credentials of each licensed provider, maintain credential files on each, and execute the appropriate Standing Orders for Dental Hygienists (Manual, Section 4). SDPP shall make credentials available to DHEC for audit and audit review as requested during regular working hours.
11. SDPP will provide annual reports (data and narrative) containing the documentation required under the Evaluation section (I) of this agreement.
12. SDPP will cooperate with a statewide oral health needs assessment during the 2006-2007 school year.
13. Annual reports are due June 30th of each year for the period covering this MOA.

14. SDPP agrees to be bound by the guidelines and program requirements contained in the Manual dated January 30, 2004, with revisions dated July 1, 2007 and its subsequent amendments, incorporated into this agreement by reference as Appendix A. A copy of this manual is provided with this Agreement. Subsequent amendments, if any, will be provided as needed, along with notice and required return of signature page verifying modification receipt.
15. SDPP is authorized to provide services under this agreement to those schools identified by DHEC as meeting the criteria listed on the "South Carolina Students on Free-Reduced Lunch and/or Medicaid Data Based on Precode and Medicaid Eligibility Files," provided to the Oral Health Division by the Office of the Budget and Control Board, as having 50 percent or higher student population on Free-Reduced Lunch and/or Medicaid. Any other schools must be approved through the waiver process set forth in the manual (on an annual basis). A list of all schools participating in the program will be maintained by DHEC.

III. TERMS AND CONDITIONS:

- A. Effective Dates: This MOA shall be effective July 1, 2007, or when all parties have signed, whichever is later, and will terminate on June 30, 2008.
- B. Termination.
 1. This MOA may be terminated by either party providing thirty (30) days advance written notice of termination.
 - 2.. DHEC may terminate this MOA, effective immediately, for cause, default or negligence on the part of SDPP at any time without thirty days advance written notice.
- C. Amendment: Any changes to this MOA, which are mutually agreed upon between DHEC and SDPP, shall be incorporated in written amendment to this MOA and will not become effective until signed by each party.
- D. Confidentiality: Data provided to DHEC for audit purposes will be de-identified. The provider agrees to abide by all state and federal laws regarding the confidentiality and privacy of personally-identifiable health information.
- E. Records: All records with respect to any matters covered by this MOA must be retained for 6 years after the end of the period of this MOA and shall be available for audit and inspection at any time such audit is deemed necessary by DHEC. If an audit has begun but is not completed at the end of the 6-year period, the records shall be retained until resolution of the audit findings. All records and materials shall be provided to state and federal authorities in accordance with applicable law.
- F. Liability: Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this MOA.

- G. Non-Discrimination: No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to any activities carried out under this MOA on the grounds of race, handicap, color, sex, religion, age, health status or national origin.
- H. Controlled Substance Statement: SDPP certifies that he/she will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this MOA.
- I. Evaluation of MOA
1. Appropriate staff of SDPP and DHEC will meet on an annual basis at DHEC central office to evaluate this MOA based on the criteria set forth in Sections 1 and 5 of the South Carolina Department of Health and Environmental Control, School Dental Prevention Program Manual.
- J. Governing Law: This MOA shall be construed and enforced in accordance with the laws of the State of South Carolina.
- K. Insurance: SDPP agrees to maintain professional and general liability insurance on its employees and shall provide satisfactory evidence of such coverage. Nothing in this agreement shall be construed as creating an agency, contractor, or employer/employee relationship between DHEC and SDPP or SDPP's employees. DHEC will not provide any coverage for SDPP employees.
- L. Licenses. The parties agree that during the term of this MOA, each party shall maintain its respective federal and state licenses, certifications, and accreditations required for the provision of services herein.
- M. Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOA.

APPROVED AND ACCEPTED
FOR

DIVISION OF ORAL HEALTH

BY: _____

Division of Oral Health Director

Date: _____

APPROVED AND ACCEPTED
FOR

SDPP

BY: _____

Chief Executive Officer

Date: _____

MAILING ADDRESS

FEDERAL ID# _____

PROFESSIONAL LICENSE # _____

APPROVED AND ACCEPTED
FOR
HEALTH SERVICES

BY: _____
Darbi MacPhail, Director
Health Services Administration

Date: _____

THIS AGREEMENT IS NOT OFFICIAL AND BINDING UNTIL SIGNED BY THE CHIEF OF
STAFF FOR THE S.C. DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

Chief Operating Officer

Date: _____

**EMPLOYEE/VOLUNTEER
CONFIDENTIALITY AGREEMENT**

I, _____, agree to abide by the South Carolina Department of Health and Environmental Control's statement of confidentiality which states that all information as to personal facts and circumstances given or made available to any employee/volunteer and/or contractor of DHEC in administration of the programs and services for which they are employed, volunteering and/or contracting shall be held confidential and shall not be divulged without the consent of the programs and services, and individuals to which it pertains. Confidential agency information and action shall not be divulged.

Information which is otherwise available to the public under the Freedom of Information Act may be released in accordance with state law. Should information be specifically linked to a client or employee then it may be released to physicians and attorneys outside of the agency only upon receipt of a properly completed release signed by the individual or his/her parent or guardian. If a release is duly executed and submitted, then it must be properly documented in the continuation sheet and client's health record, or other applicable record to reflect the disclosure of confidential information, and a copy of the properly completed authorization must also be included therein. Audits of health records may routinely be performed to insure compliance with this procedure.

State law prohibits the disclosure of data regarding Vital Records, the South Carolina Cancer Registry, or sexually transmitted disease records to anyone other than an entitled person in accordance with South Carolina Code of Laws. Copies of applicable statutes, regulations and policies will be provided upon request.

By signing below, I am stating that I have read the above and thoroughly understand DHEC's confidentiality policy and I will adhere to the principles of confidentiality expressed herein.

I further understand that any unauthorized disclosure of confidential information by me may result in termination of my volunteer and/or work relationship with DHEC and may be grounds for disciplinary action, fines, penalties, imprisonment, or civil suit to be brought against me.

Signature: _____

Date: _____

Witness: _____

Date: _____

Work Location: _____